

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re application of: Brett et al.

Attorney Docket No.: BOLTP001

Application No.: 10/563,675

Examiner: Unassigned

Filed: January 6, 2006

Group: Unassigned

Title: SYSTEM AND METHOD FOR SENSING  
AND INTERPRETING DYNAMIC FORCES

**CERTIFICATE OF MAILING**

I hereby certify that this correspondence is being deposited with the U.S. Postal Service with sufficient postage as first-class mail on February 21, 2007 in an envelope addressed to the Commissioner for Patents, P.O. Box 1450 Alexandria, VA 22313-1450.

Signed: \_\_\_\_\_

  
Ann Lowe

**RECONSIDERATION REQUEST FOR  
PETITION FOR APPLICATION BY OTHER THAN ALL THE INVENTORS  
37 C.F.R. §1.47 (a) and MPEP §409.03(d)**

Mail Stop PCT  
Commissioner of Patent  
Office of PCT Legal Administration  
P.O. Box 1450  
Alexandria, VA 22313-1450

Attention: Office of PCT Legal Administration

Dear Sir:

Applicants **Peter BRETT and Xianghong MA** hereby petition the Commissioner to accept for application the above-identified U.S. patent application by other than all of the inventors. Reconsideration of the adverse Decision mailed November 21, 2006 is requested.

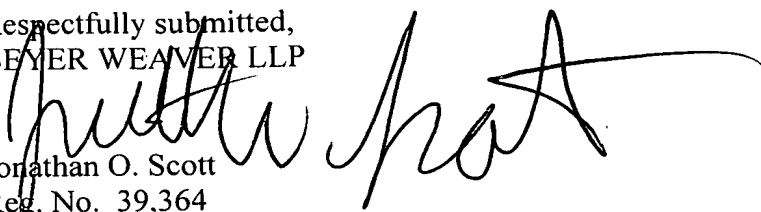
An additional Statement of Facts in support of this petition is attached. Also included is a letter to Mr. Molloy dated September 19, 2006 explaining how his rights were assigned in answer to his question of July 5, 2006. Further included is a letter to Mr. Molloy dated December 18, 2006 again explaining how his rights were assigned to the University and again requesting that he sign the declaration within two weeks. There was no response. Applicant therefore submits that this Petition is in order, requests that it be granted, and requests that the Patent Office acknowledge that all filing requirements for the instant application have been met.

The deadline for response to the Decision, with a one-month extension of time under Rule 136, is February 21, 2007. Applicant requests that the Notification of Abandonment mailed on February 12, 2007 (copy enclosed) be vacated.

The Director is authorized to charge \$120 for a one-month extension of time to our Deposit Account No. 500388 (Order No. BOLTP001) and any other fee(s) required to facilitate

the filing of the enclosed the documents. The Decision has indicated that no additional petition fee is required.

Respectfully submitted,  
BEYER WEAVER LLP

  
Jonathan O. Scott  
Reg. No. 39,364

Beyer Weaver & Thomas, LLP  
P.O. Box 70250  
Oakland, CA 94612-0250  
Telephone No.: (612) 252-3330

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***IN THE UNITED STATES PATENT AND TRADEMARK OFFICE***

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**ADDITIONAL STATEMENT OF FACTS**  
**37 C.F.R. §1.47 (a)**

Commissioner of Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Dear Sir:

I, Angela Kukula, do hereby state:

1. I am the Head of Contracts and Intellectual Property Rights for Aston University, the Applicant for the international application from which the above-identified U.S. patent application has entered the national stage in the United States.
2. On 18<sup>th</sup> December, 2006 I mailed to Mr. Molloy a U.S. declaration along with a copy of the above-identified U.S. patent application and a cover letter asking that he sign the declaration. That letter also pointed out how his rights had been assigned to Aston University (see Exhibit E).
3. Mr. Molloy did not return any of that paperwork as of the date of this additional statement of facts.
4. On numerous occasions from about April 2006 to about December 2006 I have telephoned Mr. Molloy and he has either not answered my call or has not returned my call.
5. Based on the failure of Mr. Molloy to respond to three different written requests to sign the U.S. declaration and his refusal to answer telephone calls I can only conclude that he is refusing to sign the declaration for the above-identified U.S. patent application.

Signed,



Angela Kukula  
Head of Contracts and IPR, Aston University

11 / 1 / 07

Date

EXHIBIT "E"

Our reference:

Your reference:



Anthony Molloy  
17 Mariner Avenue  
Edgbaston  
Birmingham  
B16 9DF

Aston Triangle  
Birmingham B4 7ET  
United Kingdom  
Tel +44 (0)121 204 4242  
Fax +44 (0)121 333 5774  
e-mail: bpu@aston.ac.uk

Dr Angela K. Kukula  
Head of Contracts and IPR  
Business Partnership Unit

Tel: +44 (0)121 204 4251  
Email: a.kukula@aston.ac.uk

Date: 18<sup>th</sup> December, 2006

Dear Anthony,

**Re: US PATENT OFFICE FORMS**

In response to your letter of 5 July 2006 please find enclosed a copy of the document "Assignment of IPR by a Student to the University" that you signed on 13 October 2003. In paragraph 3 of that document you assigned all rights (including all worldwide rights in the UK patent application listed in Schedule 1) to Aston University.

Please again find enclosed for your signature the following documents which have been previously described in my letter of 3 July, 2006:

1. Assignment of Patent Application (USA).
2. Declaration and Power of Attorney (USA).

I have included a copy of the U.S. patent application as filed in the United States. This U.S. patent application is based upon the UK patent application and rights to this U.S. application were also assigned to Aston University in the enclosed assignment document.

Aston University has previously asked you to sign the above documents on 19 April 2006 and 3 July 2006, and telephone calls from the University to you during that time period to answer your questions have not been returned. At this point the University desires to make it quite clear that if the above documents are not signed and returned from you by **Monday 8<sup>th</sup> January** that the only conclusion that the University can reach is that you are refusing to sign the declaration for the U.S. patent application as well as the other documents.

If you do not sign and return the above documents the University will take steps to apply for and obtain a patent in the United States based upon the enclosed U.S. patent application in the

name of the other two inventors. The University would be grateful, though, if you would sign and return the above documents within two weeks.

Yours Sincerely,

A handwritten signature in black ink, appearing to read 'A. Kukula', with a stylized flourish at the end.

Dr Angela K. Kukula

Enc. Copy of Patent Application  
Preliminary Amendment  
Copy of Assignment from Anthony Molloy to the University  
Declaration and Power of Attorney Form  
Assignment form

Our reference:

Your reference:



Anthony Molloy  
17 Mariner Avenue  
Edgbaston  
Birmingham  
B16 9DF

Aston Triangle  
Birmingham B4 7ET  
United Kingdom  
Tel +44 (0)121 204 4242  
Fax +44 (0)121 333 5774  
e-mail: bpu@aston.ac.uk

Dr Angela K. Kukula  
Head of Contracts and IPR  
Business Partnership Unit

Tel: +44 (0)121 204 4251  
Email: a.kukula@aston.ac.uk

Date: 19th September 2006

Dear Anthony,

**Re: US patent application number 10/563,675  
System and Method for Sensing and Interpreting Dynamic Forces  
Our reference: PAT-2004-008**

I write in reference to your letter of 5<sup>th</sup> July, 2006 (which arrived in our office on 24<sup>th</sup> July 2006). In your letter you state that you do not recall assigning your rights to Aston University and ask for my comments on when this took place.

You assigned your rights to Aston sometime between 9<sup>th</sup> July 2003 and 13<sup>th</sup> October, 2003. Please find enclosed a copy of the assignment agreement which was executed by yourself between the dates given and then by David Packham on behalf of the University on 13<sup>th</sup> October 2003 on which date it became binding.

If you have any further questions please do not hesitate to contact me, otherwise I look forward to receiving the signed forms (enclosed with my letter of 3<sup>rd</sup> July) in due course.

With my best regards

Yours Sincerely

A handwritten signature in black ink, appearing to read 'A Kukula'.

Dr Angela K. Kukula

DATED 13/10/03

(1) ANTHONY MOLLOY

(2) ASTON UNIVERSITY

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ASSIGNMENT OF IPR  
BY A STUDENT TO THE UNIVERSITY

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THIS DEED OF ASSIGNMENT is made on 13/10/03

BETWEEN:

- (1) ANTHONY MOLLOY of Flat 4, Crantock Court, 203 Hagley Road, Edgbaston, B16 9RE ("the Student"); and
- (2) ASTON UNIVERSITY whose administrative offices are at Aston Triangle, Birmingham B4 7ET ("the University").

IT IS HEREBY AGREED as follows:

1. PRELIMINARY

The Student is the creator of certain intellectual property rights and in consideration of receiving a share of any benefits of commercialisation realised in respect of the intellectual property rights, is prepared to assign them to the University on the terms set out below.

2. DEFINITIONS

In this Deed of Assignment the following terms shall have the following meanings:

"Confidential Information" means all secret or confidential commercial, financial and technical information, knowhow, trade secrets, inventions, computer software and other information whatsoever and in whatever form or medium and whether disclosed orally or in writing, together with all reproductions in whatsoever form or medium and any part or parts of it;

"Invention" Means the invention(s) described in Schedule 1

"IPR" means the Invention;, and any patents, trade marks, domain names, database right, copyright, registered designs, design right, Confidential Information and all other intellectual property rights arising from the Invention wheresoever subsisting in any part of the world and applications for protection of any of the above rights and any part or parts thereof;

"Rights" means all right title and interest in and to the IPR together with all rights powers privileges and immunities thereby conferred on the proprietor thereof including without limitation all accrued rights of action and remedies in respect of any infringement of such rights and the right to apply for prosecute and obtain patent or other available protection throughout the world in respect of patentable inventions including the right to claim priority therefrom.



**3. ASSIGNMENT**

The Student HEREBY ASSIGNS the Rights to the University with full title guarantee.

**4. CONSIDERATION**

In consideration of the assignment in clause 3, the Student will be entitled to receive a share of any benefits which arise from exploitation of the Intellectual Property Rights which are received by Aston. The share due to the Student will be calculated in accordance with the sliding scale which is set out the University Financial Notes of Guidance as reviewed from time to time (the current scale – as at the date of this agreement - is set out in Schedule 2) and in this respect the Student will be treated as if he were a member of the University staff.

**5. WARRANTY**

The Student hereby warrants that:

- 5.1 The Student is the joint inventor of the Invention with Dr Peter Brett and Dr Xianghong Ma
- 5.2 The Student has not granted or attempted or purported to grant to any third party any interest in or rights whatsoever relating to the IPR;
- 5.3 To the best of his knowledge, there is no other person or entity entitled to claim any rights in the IPR;
- 5.4 The Student has not received any notification:-
  - 5.4.1 that the Intellectual Property Rights infringe the Intellectual Property rights of any third party; or
  - 5.4.2 challenging the validity and/or subsistence of the Intellectual Property Rights.
- 5.5 To the best of his knowledge and belief the Rights do not and exploitation of the same by the University will not infringe any valid and subsisting intellectual property right of any other third party. For the avoidance of doubt, in respect of this warranty, the University acknowledges that the student has not made any particular enquiries and his knowledge is limited to those sources that were available to him in the course of his research. This warranty will not apply to any intellectual property right of any third party that has not been made available to the public as of the date of this agreement.

**6. LAW**

This Assignment shall be governed in accordance with the laws of England and Wales.

**7. JURISDICTION**

Any dispute arising under this Agreement shall be subject to the exclusive jurisdiction of the English courts and the parties waive any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inappropriate forum.

IN WITNESS of which this agreement has been executed on the day and year first above written.

SCHEDULE 1

THE INVENTION

The invention described in UK patent application number ...GB0316002 · 5

Entitled.....DYNAMIC SENSING SYSTEM.....

And filed on.....9<sup>TH</sup> JULY 2003.....

## SCHEDULE 2

### APPENDIX H OF THE UNIVERSITY FINANCIAL NOTES OF GUIDANCE AS AT 15 JAN 2004

#### ***EXPLOITATION OF INTELLECTUAL PROPERTY***

Benefits that arise from the exploitation of intellectual property will be apportioned between the inventor(s) and the University in accordance with the following sliding scale.

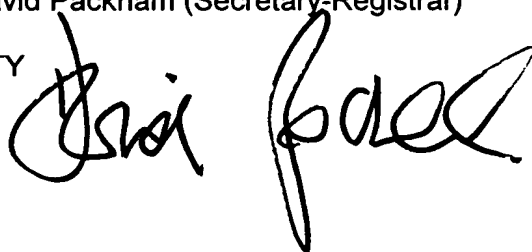
	<i>Inventor</i>	<i>University</i>
On the first £4,350 of income	100%	0%
On the next £4,350 of income	80%	20%
On the next £4,350 of income	70%	30%
On the next £8,700 of income	60%	40%
On the remainder of the income	50%	50%

Signed by  
ANTHONY MOLLOY



)  
)

Signed by David Packham (Secretary-Registrar)  
for and on behalf of  
ASTON UNIVERSITY



)  
)  
)



## UNITED STATES PATENT AND TRADEMARK OFFICE

UNITED STATES DEPARTMENT OF COMMERCE  
 United States Patent and Trademark Office  
 Address: COMMISSIONER FOR PATENTS  
 P.O. Box 1450  
 Alexandria, Virginia 22313-1450  
 www.uspto.gov

U.S. APPLICATION NUMBER NO.	FIRST NAMED APPLICANT	ATTY. DOCKET NO.
10/563,675	Peter Brett	BOLTP001

22434  
 BEYER WEAVER LLP  
 P.O. BOX 70250  
 OAKLAND, CA 94612-0250

BEYER WEAVER LLP	
ATTY: <u>JOS</u>	ASSOC: <u>JOS</u>
ACTION: <u>Petition to Re-examine</u>	
DUE DATES: <u>4/12/07</u>	
DOCKETED <u>2/14</u>	BY: <u>LR</u>
DOCKET NO.: <u>BOLTP001</u>	

INTERNATIONAL APPLICATION NO.	
PCT/GB04/02963	
I.A. FILING DATE	PRIORITY DATE
07/09/2004	07/09/2003

CONFIRMATION NO. 1792

371  
 ABANDONMENT/TERMINATION  
 LETTER



\*OC000000022468924\*

Date Mailed: 02/12/2007

## NOTIFICATION OF ABANDONMENT

The United States Patent and Trademark Office in its capacity as a Designated / Elected Office (37 CFR 1.495) has made the following determination:

- Applicant has failed to respond to the notification of MISSING REQUIREMENTS (Form PCT/DO/EO/905), mailed 05/10/2006 within the time period set therein.

Therefore, the above identified application failed to meet the requirements of 35 U.S.C. 371 and 37 CFR 1.495, and is ABANDONED AS TO THE UNITED STATES OF AMERICA.

ANITA D JOHNSON

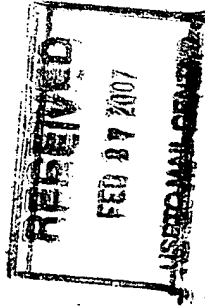
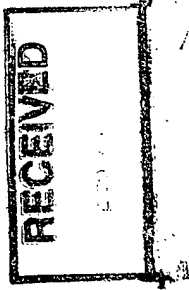
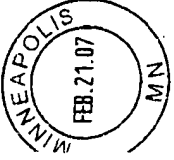
Telephone: (703) 308-9140 EXT 226

## PART 1 - ATTORNEY/APPLICANT COPY

FORM PCT/DO/EO/909 (371 Abandonment Notice)



# 0000013475



MAIL STOP PCT  
Comm of Patents  
Office of PCT Administration  
P.O. Box 1450  
Alexandria, VA 22313-1450

